

ARTICLE 35

MISCELLANEOUS BENEFITS

Section A. Clothing.

Uniforms, identifying insignia and/or protective apparel which is required by the Employer as a condition of employment will be furnished or reimbursed by the Employer. Reimbursement limits will, upon request, be discussed in Labor/Management meetings in accordance with Article 19.

Each employee required to wear a uniform will be notified by the Employer.

Employees required to wear a uniform will be furnished or reimbursed for all required uniforms as soon as possible after hire. The number and type of required wearing apparel will be discussed upon request in secondary negotiations; provided that, during the term of this contract, the Employer may continue to require and alter uniforms, insignia, and/or protective apparel in a manner which does not violate this contract or any concurrent secondary contract. Uniforms will be in good condition and must be kept clean and in good condition.

The Employer agrees that those furnished uniforms which require dry cleaning will be cleaned at the Employer's expense in accordance with current practices or as agreed in secondary negotiations.

Section B. Tools and Equipment.

The Employer agrees that when tools and equipment are furnished by the Employer, such tools and equipment shall be in safe operating condition and shall be similarly maintained. When the Employer introduces new tools or equipment, employees shall be provided with adequate training, if necessary, in order to properly operate such tools and equipment. Employees are responsible for reporting to the Employer any unsafe condition or practice and for properly caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use. Tools and equipment which the Employer requires the employee to use shall be made available to the employee within budgetary limitations and in accordance with current practice, or as provided in secondary agreements. In the event such equipment is not made available, its use shall not be required.

Section C. Theft, Loss or Damage to Personal Items.

In accordance with the provisions of Michigan Department of Management and Budget Administrative Manual, #9-2-02, dated February 15, 1987, the Employer or Insurance Carrier will reimburse the employee or pay the cost of

repairing or replacing possessions owned by the employee, such as personal cash, eyeglasses, wrist watches, wearing apparel, motor vehicles, etc., stolen, lost or damaged in the line of duty, for claims under \$1,000.00 set forth below, which are brought before the State Administrative Board, pursuant to MCL 600.6419(1); MSA 27A.6419, or before State Departments authorized by the Board to exercise its authority with respect to certain claims by State employees pursuant to MCL 600.6420; MSA 27A.6420. Criteria for such reimbursement shall include, in accordance with the DMB Administrative Manual, #9-2-02, the following:

1. The loss or damage occurred while the claimant was engaged in the performance of his/her duties as a State employee.
2. The loss or damage occurred in the course and by virtue of the claimant's employment.
3. The claimant was without fault and could not have avoided the loss or damage by exercising reasonable care.
4. The personal effects lost or damaged were reasonable for the claimant to have on his/her person or to be wearing in the course of his/her employment at the time of the loss or damage.
5. The claimant must not have been reimbursed for the loss or damage nor have a remedy for reimbursement from any other source, including his/her or another's insurance policy other than the State of Michigan Vision Insurance Policy.
6. The claim must be based on the present value of the property and not the replacement cost.
7. The item was lost or damaged while properly contained or operated on State property or under the jurisdiction of the State of Michigan.
8. For claims regarding damages to the State employee's personal motor vehicle, said damage occurred by reason of negligence or an action attributable to the State of Michigan or a defect or condition on, in or near the location of the damage and the vehicle damage claim shall be limited to the lesser of two repair estimates.
9. For claims regarding lost or stolen money of \$100.00 or less or stolen or damaged clothing, a policy investigation was conducted and a copy of the police report is attached.
10. Such other criteria as provided in the Administrative Manual.

Claims shall be processed by either the State Administrative Board or the State Departments in accordance with the Michigan Department of Management and Budget Administrative Manual, #9-2-02.

The parties' intent is to incorporate the provisions of the DMB Administrative Manual, #9-2-02, and not to alter in any way the provisions therein.

Section D. Storage Space.

Secured storage space within close proximity to work areas shall be provided to those employees with a discernible need within budgetary and space limitations; however, the Employer and Union, through the Labor/Management conference process, will pursue furnishing secured storage space and suitable alternatives with the goal of providing satisfactory secured storage space within the terms of this Agreement.

Section E. Parking.

The parties agree that the provision of necessary parking space to employees within the Bargaining Unit is a desirable goal to achieve. When the State is considering buying, leasing or building new office space, availability of parking shall be a factor.

The Department of Management and Budget may, in accordance with applicable statute, charge employees a fee reflecting costs, maintenance and/or security for parking in controlled and/or improved State lots. Intended increases will be discussed with the Union before being implemented, and shall not exceed prevailing market rates.

It is understood and agreed that no employee is guaranteed a parking place on property owned or leased by the State.

The State will provide employee handicapped parking at State-owned and/or operated parking facilities in accordance with Part 4 of the Building Code - Barrier Free Design Rules. Such parking shall be provided at the standard cost assessed to other employees, if any. In addition, the Employer agrees to meet with the Union, upon request, to discuss alternate methods of providing additional parking for certified permanent employees with disabilities when legitimate demands surpass available space.

Section F. Lounge and/or Eating Areas.

Where current practice so provides and where operational needs permit, the Employer will continue to provide adequate employee lounge and/or eating areas in non-public locations separated from employees' normal areas of work. Such lounge and/or eating areas shall include Employer provided tables and chairs

and, where feasible, and within budgetary and operational limitations, electrical outlets. When leasing new office space and/or renewing existing leases, the feasibility of providing lounge or eating areas will be a consideration. The issue of providing employees with such lounge and/or eating areas where current practice does not so provide will, upon request, be a subject of secondary level negotiations, provided that no obligation shall exist for the Employer to negotiate such issue for work sites where space is not available. The Employer reserves the right to change lounge and/or eating areas due to operational requirements. The proposed removal or relocation of lounge and/or eating areas due to operational requirements shall be an appropriate subject for Labor/Management meetings provided for in Article 19 of this Agreement.

Section G. Tuition Reimbursement.

Only to the extent that funds have been allocated by the Departments, specifically for tuition reimbursement, the Employer agrees to establish a system of tuition reimbursement for employees. The Employer agrees to notify the Union of the amount of money allocated by the Department for such purpose and of any changes in such allocation. When a department offers tuition reimbursement to employee(s), where eligible, employees covered by this Agreement shall have equal access to available funds on a first come, first served basis, unless the funds for tuition reimbursement are designated for a specific purpose. In that event, the Union shall be so notified, and upon Union request, the Employer shall discuss the purpose with the Union.

Reimbursement shall apply only to the per-credit-hour cost of tuition and shall not apply to such items as lab fees, miscellaneous fees, books or supplies. Selection among eligible applicants, and proportion of reimbursement, shall be determined by the Employer. Employees approved for such tuition reimbursement shall only be reimbursed upon presenting written documentation of successful completion of the course.

Tuition reimbursement shall be made when the course pertains to career opportunities related to the employee's current Department or is creditable toward the completion of a degree related to career opportunities within the employee's current department. No employee shall receive reimbursement for more than two courses in any one semester or term.

Tuition reimbursement shall not be denied to permanent employees solely on the basis of employment type.

The procedures to be used for application, approval and verification of successful completion shall be established by the Departments. The Employer agrees that any system adopted will attempt to treat similarly situated employees fairly.

The provisions of this Article shall not apply in those cases where the Employer requires employees to take a course(s) as part of their assigned duties.

The question of administrative leave for obtaining Continuing Education Units shall be a proper subject for secondary negotiations.

Section H. Legal Services.

Whenever any claim is made or any civil action is commenced against any employee in the State Civil Service alleging negligence or other actionable conduct, if the employee was in the course of employment at the time of the alleged conduct and had a reasonable basis for believing that the conduct was within the scope of the authority delegated to the employee, the Appointing Authority in cooperation with the Attorney General shall, as a condition of employment, pay for or engage or furnish the services of an attorney to advise the employee as to the claim and to appear for and represent the employee in the action.

No legal services shall be required in connection with prosecution of a criminal suit against an employee. However, when a criminal action is commenced against an officer or employee of a State Agency based upon the conduct of the officer or the employee in the course of employment, the State Agency will pay for, engage, or furnish the services of an attorney to advise the officer or the employee as to the action, and to appear for and represent the officer or the employee in the action, if the Employer has no basis to believe that the alleged conduct occurred outside the course of employment and no basis to believe the alleged conduct was not within the scope of the authority delegated to the officer or the employee. The determination of the officer or the employee's scope of delegated authority shall be made in the judgment of the Appointing Authority, in consultation with the Attorney General, which judgment shall not be subject to appeal.

Nothing in this rule shall require the reimbursement of any employee or insurer for legal services to which the employee is entitled pursuant to any policy of insurance.

Section I. Professional Fees and Subscriptions.

If the Employer requires an employee to become a member of a professional organization or if the Employer requires an employee to subscribe to a professional journal, the Employer agrees to pay such fees, dues or subscriptions.

Any such professional journals shall be sent to the employees at the employee's work address, shall be shared with employees at the work site and shall be considered the property of the Employer. In the event that the

subscribing employee terminates his/her employment at the work site, such journals shall continue to be sent to the same work address and shall not be forwarded or sent to the employee at a different address.

If the Employer pays dues or fees for membership, such membership shall be considered to belong to the Employer and any benefit accruing therefrom shall be shared with employees at the work site. In the event that an employee for whom such membership was purchased terminates his/her employment at the work site, the Employer reserves the right to cancel such membership or transfer such membership to another employee.

Section J. Leave of Absence With Pay.

Nothing in this Agreement shall preclude an Appointing Authority from authorizing salary payments in whole or part to employees in order to permit them to attend school, visit other governmental agencies or in any other approved manner to devote themselves to systematic improvement of the knowledge or skills required in the performance of their work.

Section K. Jury Duty.

If an employee is selected for jury duty, the summons should be obeyed. Failure to do so may cause the employee to be considered in contempt of court.

While serving on jury duty, an employee will be granted administrative leave (time off with full pay) provided the employee reimburses the Appointing Authority for the jury duty pay received from the court. Alternatively, an employee may, at the employee's discretion, use annual leave when serving on a jury and keep the jury duty pay. When not impaneled for actual service and only on call, the employee shall report back to work unless authorized by the supervisor to be absent from his/her work assignment.

In the event jury duty is held on an employee's work day at other than the employee's scheduled work time, for purposes of pay only, the employee shall be permitted an equivalent amount of time off from scheduled work on his/her upcoming shift or by mutual agreement on another day in the pay period. Alternately, upon mutual agreement, an employee on the afternoon or night shift who elects to receive administrative leave in accordance with this Section shall have his/her shift changed to days during jury duty.

To receive administrative leave for jury duty an employee must:

1. Promptly provide a copy of the jury duty summons to his/her supervisor.

2. Notify the supervisor of the jury duty schedule on a daily basis at or before the beginning of the employee's scheduled work day in accordance with departmental procedures regarding reporting of absences.

3. Certify, in writing, each period of time actually served as a juror for which administrative leave is requested.

4. Submit the jury duty paycheck stub as soon as it is received. The Employer will make a negative payroll adjustment in the amount equal to the jury duty pay received in accordance with departmental procedures.

Travel allowances paid to the employee by the court may be retained as they are not considered jury duty pay. Employees shall not be permitted to use a State vehicle for travel connected with jury duty and shall not be reimbursed by the Appointing Authority for travel allowances.

An employee requested or subpoenaed to appear before a court as a witness for the People is entitled to administrative leave (time off with full pay) provided that the employee certifies in writing the period of time of such appearance and for which such administrative leave is requested. In the event the court appearance is held on an employee's work day at other than the employee's scheduled work time, for purposes of pay only, the employee shall be permitted an equivalent amount of time off from scheduled work on his/her upcoming shift or by mutual agreement on another day in the pay period. Employees must reimburse the Department for any witness fees received, up to the amount of their salary, and for any travel expenses allowed by the court. Employees will be reimbursed for any travel expenses in accordance with State Standardized Travel Regulations.

If an employee is subpoenaed as a witness or appears in court in any capacity other than as a witness for the People, he/she will not be considered as being on duty, nor will administrative leave be granted. Any authorized absence shall be charged to annual leave and employees may retain any expenses or monies received from the court.

If, however, the court appearance is required as a result of conduct occurring in the course of employment and the employee had a reasonable basis for believing the alleged conduct was within the scope of the authority delegated to the employee, the employee will be considered as being on duty.

Section L. Meals Without Charge.

1. Except as described in Subsection 2., all employees currently provided a meal without charge shall continue to receive such benefit.

2. In the Department of Corrections, to facilitate security measures, employees who meet the criteria listed below will be provided a meal without charge. The meal provided will be from the same menu provided to the residents for the main meal of that date. To be eligible, the employee shall be:

a. Employed and assigned within the security perimeter of a correctional facility where food service facilities are available; and

b. Required to remain at the correctional facility for the full eight (8) hour shift, and not be relieved of custody responsibilities during the period provided for consuming the meal; and

c. Entitled to receive full pay for the period during which the meal is to be consumed.